

Credit Pension under any optional form of benefit described in paragraphs (2), (3), (4), (5) or (6) above (with spousal consent if required), his Benefit Credit Pension will be reduced to be the Actuarial Equivalent of his Benefit Credit Pension under the form of benefit described in paragraph (1) above.

The monthly benefit of a Player who (i) has elected a Qualified Joint and Survivor Annuity under Section 4.4(b)(2), a Qualified Optional Joint and Survivor Annuity under Section 4.4(b)(3), or a Life and Contingent Annuitant Pension under Section 4.4(b)(5) with his Spouse as the beneficiary and (ii) survives or has survived his Spouse, will increase to the amount that would have been paid if the Player had elected a Life Only Pension under Section 4.4(b)(1) as of his Benefit Credit Annuity Starting Date (including subsequent benefit increases). The increase in benefit under the previous sentence will be paid beginning as of the first day of the month following the date of his Spouse's death, and will continue for the life of the Player; provided, however, no increase will be paid for any month that begins more than forty-two months before the date upon which the Player first notifies the Retirement Plan of his Spouse's death. For purposes of this paragraph, a Player will be deemed to survive his Spouse if either of the following occur: (1) the Spouse predeceases the Player, or (2) the Retirement Board determines that the Player and the Spouse are divorced and the Spouse has waived and relinquished all rights to benefits in the event of the Player's death, in which case the date she waives and relinquishes such benefits will be treated as if it were the date of her death.

4.5 Early Payment Benefit. A Vested Player who leaves League football on or after March 1, 1977, who has at least one Credited Season prior to the 1993 Plan Year, and who is no longer an Employee may elect to receive an "early payment benefit" in the form of (a) a lump sum, (b) a Life Only Pension, (c) a Qualified Joint and Survivor Annuity, or (d) a Qualified Optional Joint and Survivor Annuity. This election must be filed in writing with the Retirement Board, and must be consented to by the Player's Spouse with a Qualified Election, unless the Player elects either (1) a Qualified Joint and Survivor Annuity or (2) a Qualified Optional Joint and Survivor Annuity. The amount of an early payment benefit will be the Actuarial Equivalent of 25% of the sum of a Player's Benefit Credits. The early payment benefit will be payable as soon as administratively practicable after the later of (i) the date of the Player's election, or (ii) the one year anniversary of the date the Player ceases to be an Active Player. If a Player receives an early payment benefit, his Benefit Credit Pension will be based upon 75% of the sum of his Benefit Credits at the time of the early payment benefit distribution (but 100% of any Benefit Credit increases that take effect after the early payment benefit is paid), with such remaining Benefit Credit Pension being payable under Sections 4.3 and 4.4. If a Player elects an early payment benefit after March 31, 1982, any subsequent total and permanent disability benefits under Article 5 and any subsequent line-of-duty disability benefits under Article 6 will be the greater of (A) the monthly amount of the minimum dollar benefit in Section 5.5(b) or the minimum dollar benefit in Section 6.1, whichever is applicable, reduced by 25% or (B)(i) the monthly amount of the benefit equal to 75% of the sum of his Benefit Credits at the time of the early payment benefit distribution, plus (ii) 100% of any Benefit Credit increases that take effect after the early payment benefit is paid and not reflected in the early payment benefit, plus (iii) 100% of any Legacy Credits. (Total and permanent disability benefits are further reduced at Normal Retirement Date as set forth in Section 5.5(d).) If a Player elects an early payment

benefit after March 31, 1982, any subsequent widow's and surviving children's death benefits under Section 7.2 and spouse's pre-retirement death benefit under Section 7.3(a) that ever may be payable to his surviving Spouse or his children will be based upon the greater of (A) if Section 7.2 is applicable, the monthly amount of the minimum dollar benefit reduced by 25% or (B)(i) 75% of the sum of his Benefit Credits at the time of the early payment benefit distribution, plus (ii) 100% of any Benefit Credit increases that take effect after the early payment benefit is paid and are not reflected in the early payment benefit, plus (iii) 100% of any Legacy Credits.

4.6 Deemed Distributions. If the present value of a Player's vested Benefit Credit Pension is zero at the time he terminates employment as an Employee, the Player will be deemed to have received a distribution of all of his vested Benefit Credit Pension. The present value of any Benefit Credit Pension will be the Actuarial Equivalent of the normal form of benefit.

If a Player receives a deemed distribution pursuant to this Section and then resumes employment as an Active Player prior to the termination of the Plan, he will be deemed to have repaid his deemed distribution, and any forfeited Benefit Credit Pension will be restored. The re-employed Player's Years of Service and Credited Seasons before the deemed distribution will be counted for vesting purposes.

4.7 Required Distributions.

(a) Payment of benefits to a Player, other than a Player who earns a Credited Season during the 1989, 1990, 1991, or 1992 Plan Years, will begin no later than the first day of the month after the Player's sixty-fifth birthday, without regard to whether the Player remains employed by an Employer and without regard to any election to defer benefits under Section 4.3. Payment of benefits to any other Player will begin no later than the April 1 of the calendar year following the calendar year in which such Player attains age 70½.

(b) Notwithstanding any other Plan provision:

(1) Benefits will be distributed over a period of not longer than: (i) the life of the Player; (ii) the lives of the Player and his Spouse; or (iii) a period not extending beyond the life expectancy of the Player or the joint and last survivor life expectancies of the Player and his Spouse. For purposes of this Section, life expectancy will be determined in accordance with Treasury Regulation section 1.401(a)(9)-6 Q&A 3, which is incorporated herein by reference;

(2) Any annuity payments made under this Section will be made on a monthly basis and may not increase (except as a result of any additional accruals or benefit increases under this Plan). Further, any distributions under this Plan must satisfy the minimum distribution incidental benefit requirement of Treasury Regulation section 1.401(a)(9)-6 Q&A 2, which is incorporated herein by reference;

(3) If a Player dies after distribution of his monthly pension has commenced, any remaining portion of such Player's monthly pension will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Player's death; and

(4) If a Player dies before distribution of his monthly pension commences, any remaining portion of such Player's monthly pension will be distributed no later than five years after the date of the Player's death, except that:

(i) If the beneficiary is the Player's surviving Spouse, distributions will begin by the later of (A) December 31 of the calendar year immediately following the calendar year in which the Player died, or (B) December 31 of the calendar year in which the Player would have attained age 70½, and will be made over a period not exceeding the life expectancy of such Spouse; or

(ii) If any portion of the benefit is payable to a designated beneficiary, distributions will begin on or before the December 31 of the calendar year immediately following the calendar year in which the Player died, and will be made over a period not exceeding the life expectancy of such designated beneficiary.

(c) (1) Unless otherwise elected in writing by a Player to begin earlier, distribution of benefits will begin not later than sixty days after the close of the Plan Year in which the latest of the following occurs:

(i) The Player's Normal Retirement Date;

(ii) The 10th anniversary of the date the Player commenced participation in the Plan; or

(iii) The date the Player ceases to be an Employee.

(2) However, notwithstanding Section 4.7(c)(1) above, distribution of benefits will not commence until a Player makes such elections and submits such information as are required by the Retirement Board; except that, if a Player does not make such elections and submit such information by the date that the payment of benefits is required to begin in accordance with Section 4.7(a), the Player's benefits will be paid in accordance with Section 4.7(a) based upon certain assumptions made by the Plan regarding the Player's marital status and, if the Player is assumed to be married, the age of the Player's Spouse. Such assumptions will be made based upon all information in the possession of the Plan. If the Plan has no information regarding a Player's marital status, the Plan will assume that the Player is married. If a Player is married or is assumed to be married, the Player's benefits will be paid in the form of a Qualified Joint and Survivor Annuity, unless the Player elects otherwise. If the Plan has no information regarding the age of a Player's Spouse, the Plan will assume that the Spouse is ten years younger than the Player. If the Player later makes such elections and provides such information as are required by the Retirement Board, or if additional information is obtained by the Retirement Board, the Player's benefit payments will be recalculated and adjusted retroactively (without interest) back to the date payments began.

4.8 Rollovers Out of the Plan. Notwithstanding any provision in the Plan to the contrary, a "Distributee" may elect, at the time and in the manner prescribed by the Retirement Board, to have any portion of an "Eligible Rollover Distribution" paid directly to an "Eligible

Retirement Plan" specified by the Distributee in a "Direct Rollover." For purposes of this Section, the following terms will be defined as follows:

(a) "Distributee" means a person who is entitled to a distribution under the Plan and who is a Player, a Player's surviving Spouse, or a Player's Spouse or former Spouse who is the alternate payee under a QDRO, or a non-spouse beneficiary;

(b) "Eligible Rollover Distribution" means any distribution of all or any portion of a Distributee's benefit under the Plan, except that an Eligible Rollover Distribution does not include: (1) any distribution that is one of a series of substantially equal periodic payments (payable not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; and (2) any distribution to the extent such distribution is required under Code section 401(a)(9);

(c) "Eligible Retirement Plan" means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in Code section 408(b) of the Code, a Roth IRA described in Code section 408A, an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or a qualified trust described in Code section 401(a), that accepts the Distributee's Eligible Rollover Distribution. The same definition of Eligible Retirement Plan will also apply in the case of a distribution to a surviving Spouse, or to a former Spouse who is the alternate payee under a QDRO; however, for a non-spouse beneficiary, Eligible Retirement Plan is limited to an inherited IRA pursuant to Code section 402(c)(11); and

(d) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

4.9 Special Rules. Notwithstanding any other Plan provisions, Benefit Credits for Credited Seasons prior to 1959 will not be paid with respect to any period prior to July 1, 1993 and will be actuarially increased to the extent the Benefit Credit Annuity Starting Date is after the later of June 1, 1993 or the Player's Normal Retirement Date. For purposes of this Section 4.9, Credited Seasons prior to 1959 needed to reach five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

4.10 Additional Rules for Certain Veterans. A Player who is vested solely because of Section 1.11(e) may elect to commence receiving benefits as of the later of June 1, 1993 or his Normal Retirement Date, under any optional form of benefit described in Section 4.4(b)(1), (2), (3), (5) or (6), but not Section 4.4(b)(4). Such benefits will be actuarially increased to the extent the Player's Benefit Credit Annuity Starting Date is after the later of June 1, 1993 or his Normal Retirement Date. Such benefits will be paid to a Player or his beneficiary retroactive to the later of June 1, 1993 or his Normal Retirement Date and will begin as soon as practicable after a

completed application for the benefits is submitted to the Retirement Board. The surviving Spouse of a Player who is entitled to benefits solely because of Section 1.11(e) will receive a benefit as if the Player had elected one day before his death a 100% contingent annuity pension under Section 4.4(b)(5) with the Spouse as the contingent annuitant, unless the Player, with spousal consent, elected a different form of benefit prior to his death.

4.11 Additional Rules for Players Vested Solely Because of Section 1.47(i).

Notwithstanding any other Plan provisions, the following additional rules will apply to any Player who is vested solely because of Section 1.47(i):

(a) Such a Player may elect to receive benefits under any of the forms described in Section 4.4(b)(1), (2), (3), (5), or (6), but not Section 4.4(b)(4);

(b) Such a Player will be entitled to receive benefits pursuant to a Benefit Credit Annuity Starting Date of June 1, 1998 or later;

(c) A benefit paid to such a Player will be actuarially increased to the extent his Benefit Credit Annuity Starting Date is after the later of June 1, 1998 or the Player's Normal Retirement Date; and

(d) No beneficiary of such a Player who dies prior to his Benefit Credit Annuity Starting Date will be entitled to receive any benefit, except that the surviving Spouse of such a Player will be entitled to receive, as of the first day of the month following the date of the Player's death, a benefit equal to the amount she would have received had the Player elected a Qualified Joint and Survivor Annuity with respect to his Benefit Credits on the day prior to his death, unless he elected another form of benefit.

4.12 Special Rules Regarding Payment Options for Certain Vested Players.

Notwithstanding Section 4.11, Players who became Vested Players in 2002 or 2003 because of an interpretation of Section 1.11(a) or Section 1.11(e) by the Retirement Board that relates to Credited Seasons for Plan Years prior to the 1970 Plan Year may elect to receive a retroactive distribution for the sum of monthly benefits from the later of (a) June 1, 1998 or (b) the Player's Normal Retirement Date to the date of payment, and his monthly benefit will not be actuarially increased. If the Player elects a Benefit Credit Annuity Starting Date after the later of (a) or (b) above, his monthly benefit will be actuarially increased.

4.13 Legacy Floor.

(a) The minimum Prior Benefit Credit Pension is \$600, effective as of August 1, 2011 for Legacy Eligible Players whose Benefit Credit Annuity Starting Date is on or before August 1, 2011. Adjustments shall be made as soon as reasonably practicable, with a lump-sum payment for retroactive payments. This minimum \$600 monthly benefit also applies to the Prior Benefit Credit Pension paid when a Legacy Eligible Player who elected payment in the form of a life only pension with Social Security adjustment under Section 4.4(b)(4) reaches age 62.

(b) For Legacy Eligible Players whose Benefit Credit Annuity Starting Date is after August 1, 2011, the \$600 floor will be applied as follows. If a single Player elects to receive his Benefit Credit Pension in the form described in Section 4.4 (b)(1), his monthly Benefit Credit Pension will be at least \$600. If a single Player elects to receive his Benefit Credit Pension in one of the forms described in Section 4.4 (b)(2),(3), (4), (5) or (6), his monthly Benefit Credit Pension will not be less than the actuarial equivalent of a \$600 per month Life Only Pension. If a married Player elects to receive his Benefit Credit Pension in the form described in Section 4.4(b)(2), his monthly Benefit Credit Pension will be at least \$600. If a married Player elects to receive his Benefit Credit Pension in one of the forms described in Section 4.4(b)(1), (3), (4), (5) or (6), his monthly Benefit Credit Pension will not be less than the actuarial equivalent of a \$600 per month Qualified Joint and Survivor Annuity. The \$600 minimums in this paragraph will be reduced to \$450 where a Player elects after August 4, 2011 to receive an Early Payment Benefit as described in Section 4.5. Election of an Early Payment Benefit on or before August 4, 2011 will not reduce these \$600 minimums.

(c) If a Player's monthly Benefit Credit Pension is subject to any reduction or offset because of a QDRO or any other assignment of benefits required under Code section 401(a)(13), subsections (a) and (b) above will first be computed as if such reduction or offset did not exist, and then such reduction or offset will be applied to reduce the resulting benefit.

ARTICLE 4A**LEGACY CREDIT PENSION**

4A.1 Legacy Credits. Effective August 1, 2011, a Legacy Eligible Player's Legacy Credit for each of his Credited Seasons prior to 1993 will be determined according to the following table:

Credited Season	Legacy Credit
Before 1975	\$ 124
1975 through 1992	108

4A.2 Legacy Credit Pension. A Legacy Eligible Player's monthly Legacy Credit Pension at any time is the sum of his Legacy Credits. A Legacy Eligible Player's monthly Legacy Credit Pension may be adjusted according to the date he begins to receive benefits (see Section 4A.3 below), and the form or manner in which benefits are paid (see Section 4A.4 below).

4A.3 Legacy Credit Pension Election and Payment. A Legacy Eligible Player may elect to begin to receive his Legacy Credit Pension as of the first day of any month coincident with or next following his forty-fifth birthday and no later than the first day of the month coincident with or next following his sixty-fifth birthday or, for a Player who earned a Credited Season during the 1989, 1990, 1991 or 1992 Plan Years, the April 1 of the calendar year following the calendar year in which the Player attains age 70½. Notwithstanding the foregoing, a Legacy Eligible Player may not begin to receive his Legacy Credit Pension prior to the later of (1) his Benefit Credit Annuity Starting Date or (2) August 1, 2011.

All such elections (including the election of the form of payment pursuant to Section 4A.4 below and which is separate from the election under Section 4.3) must be filed in writing with the Retirement Board and may not be revoked after the initial payment is mailed or otherwise transmitted to the Player. The Legacy Credit Pension of a Legacy Eligible Player who begins to receive benefits after his Normal Retirement Date will be increased so as to be the Actuarial Equivalent of the Legacy Credit Pension he could have elected to receive at the later of (1) his Normal Retirement Date or (2) August 1, 2011. The Legacy Credit Pension of a Legacy Eligible Player who begins to receive benefits before his Normal Retirement Date will be decreased so as to be the Actuarial Equivalent of the Legacy Credit Pension he could have elected to receive at his Normal Retirement Date. Further adjustments to a Legacy Credit Pension may also be made as described in Section 4A.4 below depending on the form or manner in which benefits are paid.

Notwithstanding the foregoing, a Legacy Eligible Player with a Prior Benefit Credit Pension may elect prior to August 1, 2012 to commence his Legacy Credit Pension retroactive to August 1, 2011.

4A.4 Normal and Optional Forms of Payment.

(a) Normal Form of Payment. Unless an optional form of benefit is selected pursuant to a Qualified Election within the 180-day period ending on the Legacy Credit Annuity Starting Date, a married Legacy Eligible Player's Legacy Credit Pension will be paid in the form of a Qualified Joint and Survivor Annuity, and an unmarried Legacy Eligible Player's Legacy Credit Pension will be paid in the form of a Life Only Pension. A married Legacy Eligible Player must obtain the consent of his Spouse pursuant to a Qualified Election to select an optional form under Section 4A.4(b) unless the Player elects (1) a Qualified Joint and Survivor Annuity, (2) a Qualified Optional Joint and Survivor Annuity, or (3) a 100% Life and Contingent Annuitant Pension with the Player's Spouse as the contingent annuitant.

(b) Optional Forms of Payment. Subject to Section 4A.4(a) above, a Legacy Eligible Player may elect to receive benefits in any one of the following forms:

- (1) Life Only Pension;
- (2) Qualified Joint and Survivor Annuity;
- (3) Qualified Optional Survivor Annuity; or
- (4) Life and Contingent Annuity Pension.

Benefits payable for the life of a Player, Spouse, or contingent annuitant will continue through the month in which such person's death occurs. The present value of the Legacy Credit Pension will be the Actuarial Equivalent of the normal form of benefit.

4A.5 Required Distributions. Payment of benefits to a Legacy Eligible Player will begin no later than the first day of the month coincident with or next following the Player's sixty-fifth birthday or, for a Player who earned a Credited Season during the 1989, 1990, 1991 or 1992 Plan Years, the April 1 of the calendar year following the calendar year in which the Player attains age 70½, without regard to whether the Player remains employed by an Employer but in no event prior to August 1, 2011. The required distribution rules of Section 4.7(b) and (c) also apply to the payment of Legacy Credit Pensions.

ARTICLE 5

TOTAL AND PERMANENT DISABILITY

5.1 Eligibility.

An Eligible Player whose application for total and permanent disability ("T&P") benefits is received by this Plan on or after September 1, 2011, who is determined by the Retirement Board or the Disability Initial Claims Committee to be totally and permanently disabled in accordance with Section 5.2, and who satisfies the other requirements of this Article 5, will receive a monthly T&P benefit in the amount described in Section 5.5 for the months described in Sections 5.8 and 5.9.

For purposes of this Article, an Eligible Player is a Vested Inactive Player or an Active Player (other than a Player who has no Credited Seasons after 1958 or who is vested solely because of subsection (f), (g), (h), or (i) of Section 1.47).

5.2 Determination of Total and Permanent Disability.

(a) General Standard. An Eligible Player who is not receiving monthly retirement benefits under Article 4 or Article 4A will be deemed to be totally and permanently disabled if the Retirement Board or the Disability Initial Claims Committee finds (1) that he has become totally disabled to the extent that he is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit, but expressly excluding any disability suffered while in the military service of any country, and (2) that such condition is permanent. The educational level and prior training of a Player will not be considered in determining whether such Player is "unable to engage in any occupation or employment for remuneration or profit." A Player will not be considered to be able to engage in any occupation or employment for remuneration or profit within the meaning of this Section 5.2 merely because such person is employed by the League or an Employer, manages personal or family investments, is employed by or associated with a charitable organization, is employed out of benevolence, or receives up to \$30,000 per year in earned income. A disability will be deemed to be "permanent" if it has persisted or is expected to persist for at least twelve months from the date of its occurrence, excluding any reasonably possible recovery period.

(b) Social Security Awards. An Eligible Player who is not receiving monthly pension benefits under Article 4 or 4A, who has been determined by the Social Security Administration to be eligible for disability benefits under either the Social Security disability insurance program or Supplemental Security Income program, and who is still receiving such benefits at the time he applies, will be deemed to be totally and permanently disabled, unless four voting members of the Retirement Board determine that such Player is receiving such benefits fraudulently and is not totally and permanently disabled. If his Social Security disability benefits cease, a Player will no longer be deemed to be totally and permanently disabled by reason of this Section 5.2(b).

An Eligible Player who elects to begin receiving pension benefits under Article 4 or 4A

prior to his Normal Retirement Date, who is subsequently determined by the Social Security Administration to be eligible for disability benefits under either the Social Security disability insurance program or Supplemental Security Income program, who satisfies the other conditions of this paragraph, and who is still receiving such benefits at the time he applies, will be deemed to be totally and permanently disabled, unless four voting members of the Retirement Board determine that such Player is receiving such benefits fraudulently and is not totally and permanently disabled. To be eligible for benefits under this paragraph, the Player must apply for such Social Security disability benefits prior to his Normal Retirement Date, and the determination of disability by the Social Security Administration must occur prior to the Player's Normal Retirement Date. A finding by the Social Security Administration after a Player's Normal Retirement Date that such Player was disabled as of a date prior to his Normal Retirement Date does not qualify such Player for T&P benefits under this paragraph. If his Social Security disability benefits cease, a Player will no longer be deemed to be totally and permanently disabled by reason of this Section 5.2(b).

(c) Medical Evaluations. Whenever the Retirement Board or the Disability Initial Claims Committee reviews the application or appeal of any Player for T&P benefits under either subsection (a) or subsection (b) above, such Player may first be required to submit to an examination by a physician or physicians, or institution or institutions, or other medical professional or professionals, selected by the Retirement Board or the Disability Initial Claims Committee and may be required to submit to such further examinations as, in the opinion of the Retirement Board or the Disability Initial Claims Committee, are necessary to make an adequate determination respecting his physical or mental condition. Any person refusing to submit to any physical examination will not be entitled to any T&P benefits under this Article.

(d) Serial T&P Applications. A Player whose claim for benefits under this Article has been denied and is not subject to further administrative review will be presumed conclusively to be not totally and permanently disabled under the provisions of Section 5.2(a) for twelve months following the date of such final denial. However, the Retirement Board or the Disability Initial Claims Committee may waive this twelve-month rule upon a showing by the Player that the Player may have become totally and permanently disabled since the date of the original claim due to a new injury or condition. This Section 5.2(d) does not apply to an application that first informs the Plan of an award of disability benefits under the Social Security disability insurance program or Supplemental Security Income program to that Player.

5.3 Classification.

Each Player who is determined to be totally and permanently disabled in accordance with Section 5.2 will be awarded benefits in one of the four categories below.

(a) Active Football. Subject to the special rules of Section 5.4, Players will qualify for benefits in this category if the disability(ies) results from League football activities, arises while the Player is an Active Player, and causes the Player to be totally and permanently disabled "shortly after" the disability(ies) first arises.

(b) Active Nonfootball. Subject to the special rules of Section 5.4, a Player will qualify for benefits in this category if the disability(ies) does not result from League football activities, but does arise while the Player is an Active Player and does cause the Player to be totally and permanently disabled "shortly after" the disability(ies) first arises.

(c) Inactive A. Subject to the special rules of Section 5.4, a Player will qualify for benefits in this category if a written application for T&P benefits or similar letter that began the administrative process that resulted in the award of T&P benefits was received within fifteen (15) years after the end of the Player's last Credited Season. This category does not require that the disability arise out of League football activities.

(d) Inactive B. All Players who are determined to be totally and permanently disabled in accordance with Section 5.2 but who do not qualify for categories (a), (b) or (c) above will be awarded benefits in this category. This category does not require that the disability arise out of League football activities.

(e) "Shortly After" Defined. A Player who becomes totally and permanently disabled no later than six months after a disability(ies) first arises will be conclusively deemed to have become totally and permanently disabled "shortly after" the disability(ies) first arises, as that phrase is used in subsections (a) and (b) above, and a Player who becomes totally and permanently disabled more than twelve months after a disability(ies) first arises will be conclusively deemed not to have become totally and permanently disabled "shortly after" the disability(ies) first arises, as that phrase is used in subsections (a) and (b) above. In cases falling within this six- to twelve-month period, the Retirement Board or the Disability Initial Claims Committee will have the right and duty to determine whether the "shortly after" standard is satisfied.

(f) "Arising out of League football activities" means a disablement arising out of any League pre-season, regular-season, or post-season game, or any combination thereof, or out of League football activity supervised by an Employer, including all required or directed activities. "Arising out of League football activities" does not include, without limitation, any disablement resulting from other employment, or athletic activity for recreational purposes, nor does it include a disablement that would not qualify for benefits but for an injury (or injuries) or illness that arises out of other than League football activities.

5.4 Special Rules.

(a) Substance Abuse. Sections 5.3(a), 5.3(b), and 5.3(c) will not apply to a total and permanent disability caused by the use of, addiction to, or dependence upon (1) any controlled substance (as defined in 21 U.S.C. sec. 802(6)), unless the requirements of those sections are otherwise met and (i) such use of, addiction to, or dependence upon results from the substantially continuous use of a controlled substance that was prescribed for League football activities or for an injury (or injuries) or illness arising out of League football activities of the applicant while he was an Active Player, and (ii) an application for T&P benefits is received based on such use of, addiction to, or dependence upon a controlled substance no later than eight years after the end of

the Player's last Credited Season; (2) alcohol; or (3) illegal drugs. For purposes of this section, the term 'illegal drugs' includes all drugs and substances (other than alcohol and controlled substances, as defined above) used or taken in violation of law or League policy.

(b) Psychological/Psychiatric Disorders. A payment for total and permanent disability as a result of a psychological/psychiatric disorder may only be made, and will only be awarded, for benefits under the provisions of Section 5.3(b), Section 5.3(c), or Section 5.3(d), except that a total and permanent disability as a result of a psychological/psychiatric disorder may be awarded under the provisions of Section 5.3(a) if the requirements for a total and permanent disability are otherwise met and the psychological/psychiatric disorder either (1) is caused by or relates to a head injury (or injuries) sustained by a Player arising out of League football activities (e.g., repetitive concussions); (2) is caused by or relates to the use of a substance prescribed by a licensed physician for an injury (or injuries) or illness sustained by a Player arising out of League football activities; or (3) is caused by an injury (or injuries) or illness that qualified the Player for T&P benefits under Section 5.3(a).

5.5 Amount of Monthly Benefit.

An Eligible Player who is awarded T&P benefits will receive the following monthly amount for the months described in Sections 5.8 and 5.9. The monthly payment determined below will be offset by any disability benefits provided by an employer other than the League or an Employer, but will not be offset by worker's compensation.

(a) Amount. Unless modified by Sections 5.5(b), (c), (d), or (e) below, the amount of the monthly benefit will equal the sum of Total Credits including, if applicable, the Benefit Credit and any Legacy Credit for the Plan Year in which such total and permanent disability occurs.

(b) Minimum Amounts. The minimum amount of monthly T&P benefits depends on the category awarded and the months of payment, as set forth below:

Category	Effective September 1, 2011	Effective January 1, 2016	Effective April 1, 2021
(a) Active Football	\$4,000	\$4,000	\$4,000
(b) Active Nonfootball	\$4,000	\$4,000	\$4,000
(c) Inactive A	\$4,000	\$4,000	\$4,000
(d) Inactive B	\$4,167	\$5,000	\$3,334

(c) Early Payment Benefit Reduction. The monthly payment to a Player who has received an early payment benefit will be reduced in accordance with Section 4.5.

(d) Reduction on and after Normal Retirement Date. For a Player who receives an award of T&P benefits prior to his Normal Retirement Date and prior to electing to receive his monthly pension under Article 4 or 4A, the following rules will apply. If such Player's Normal Retirement Date is on or after August 1, 2011, his monthly T&P benefit will be reduced, beginning as of his Normal Retirement Date, by his Total Credits. If such Player's Normal Retirement Date is prior to August 1, 2011, his monthly T&P benefit will be reduced by (1) beginning as of his Benefit Credit Annuity Starting Date, the amount of his monthly pension under Article 4 had he elected a Life Only Pension, and (2) beginning as of his Legacy Credit Annuity Starting Date, the amount of his monthly pension under Article 4A had he elected a Life Only Pension. For a Player who receives an award of T&P benefits on or after his Normal Retirement Date and prior to electing to receive his monthly pension under Article 4 or 4A, his monthly T&P benefit will be reduced immediately by the sum of the monthly amounts he would have received under Articles 4 and 4A had he elected to receive Life Only Pensions with annuity starting dates coincident with the effective date of his T&P benefit. In no event will a Player's monthly T&P benefit be reduced below zero.

(e) Special Offsets.

- (1) For a Player who receives an award of T&P benefits under Section 5.2(b) after he has elected to receive his monthly pension under Article 4 or 4A, his monthly T&P benefit will be reduced, but not below zero, by (i) the amount of his monthly benefit under Article 4 had he elected a Life Only Pension on his Benefit Credit Annuity Starting Date, and (ii) the amount of his monthly benefit under Article 4A had he elected a Life Only Pension on his Legacy Credit Annuity Starting Date,.
- (2) For a Player who is receiving T&P benefits and elects to receive his monthly pension under Article 4 or 4A before his Normal Retirement Date, his monthly T&P benefit will be reduced, but not below zero, by (i) beginning as of his Benefit Credit Annuity Starting Date, the amount of his monthly benefit under Article 4 had he elected a Life Only Pension, and (ii) beginning as of his Legacy Credit Annuity Starting Date, the amount of his monthly benefit under Article 4A had he elected a Life Only Pension.
- (3) A Player whose benefits are reduced under this Section 5.5(e) will not be subject to further reduction under Section 5.5(d).

5.6 Continuation of T&P Benefits.

(a) General Standard. Any Player who qualifies for T&P benefits under the standard of Section 5.2(a) may be required to submit to periodic physical examinations for the purpose of

re-examining his condition. The examinations will occur not more often than once every five years, except that upon request of three or more voting members of the Retirement Board, examinations may occur as frequently as once every six months. For each calendar year in which a Player receives T&P benefits, he must submit an executed copy of IRS Form 4506-T by July 1 of the subsequent calendar year. A Player who has not filed his annual federal income tax return by July 1 also must either (1) submit a signed statement that he does not intend to file such tax return, and state the amount of total income from all sources for that year, or (2) submit an accounting of his total income from all sources for that year.

If the Retirement Board or the Disability Initial Claims Committee determines that such Player is no longer totally and permanently disabled, his T&P benefits will terminate. The T&P benefits of any Player refusing to submit to a required physical examination or to submit an IRS form 4506-T annually will be suspended until such refusal is resolved to the satisfaction of the Retirement Board. If such refusal is not resolved to the satisfaction of the Retirement Board within one year after such Player is notified of the consequences of his refusal, his T&P benefits will be terminated. In that event, such Player must submit a new application to be eligible to receive any further T&P benefits.

If a Player submits such application within one year of the termination of his T&P benefits and that Player's T&P benefits are reinstated, the prior classification of his T&P benefits under Section 5.3 will apply and the effective date rules of Section 5.8 will not apply, provided that such written application or similar letter begins the administrative process that results in the award of the benefit. If a Player submits such application more than one year after the termination of his T&P benefits, the Plan's normal classification and effective date rules under Sections 5.7 and 5.8 will apply to such application, without regard to the Player's prior classification.

Notwithstanding the above, a Player who qualifies for T&P benefits under the standard of Section 5.2(a) may establish that he qualifies for continuation of his T&P benefits by showing that he is receiving disability benefits under the Social Security disability insurance program or Supplemental Security Income program because he is unable to work, unless four voting members of the Retirement Board determine that such Player is receiving such benefits fraudulently and is not totally and permanently disabled.

(b) Social Security Awards. Any Player who qualifies for T&P benefits under Section 5.2(b) must submit proof annually of his continued receipt of Social Security disability insurance program or Supplemental Security Income program benefits, and must immediately report any revocation of those benefits to the Plan. If the Retirement Board or the Disability Initial Claims Committee determines that a Player has failed to comply with this requirement, his T&P benefits will terminate.

5.7 Other Classification Rules.

(a) Initial Classification. Classification of T&P benefits under Section 5.3 will be determined by the Retirement Board or the Disability Initial Claims Committee in all cases on

the facts and circumstances in the administrative record. For example, determinations by the Social Security Administration as to the timing and causation of total and permanent disability are not binding. In determining the appropriate classification of benefits for a Player who is totally and permanently disabled, it will be conclusively presumed that the Player was not totally and permanently disabled for all months or other periods of time more than forty-two months prior to the date the Retirement Board receives a written application or similar request for T&P benefits that begins the administrative process that results in the award of the benefit. This forty-two month limitation period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim.

(b) Reclassification. A Player who is awarded T&P benefits will be deemed to continue to be eligible only for the category of benefits for which he first qualifies, unless the Player shows by evidence found by the Retirement Board or the Disability Initial Claims Committee to be clear and convincing that, because of changed circumstances, the Player satisfies the conditions of eligibility for a benefit under a different category of T&P benefits. A Player's T&P benefit will not be reclassified or otherwise increased with respect to any month or other period of time that precedes by more than forty-two months the date the Retirement Board receives a written application or similar letter requesting such reclassification or increase that begins the administrative process that results in the award of the benefit. This forty-two month limitation period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim.

(c) Subsequent Periods of Total and Permanent Disability. Except as provided in Section 5.10, a Player whose T&P benefits terminate will thereafter remain eligible to receive T&P benefits in accordance with Section 5.3 should the Player experience a subsequent period of total and permanent disability. Any such subsequent total and permanent disability will be classified in accordance with the provisions of Section 5.3, without regard to the classification of any previous period of total and permanent disability.

5.8 Effective Date of T&P Benefits.

T&P benefits will be paid retroactive to the first day of the month that is two months prior to the date a written application for T&P benefits or similar letter that began the administrative process that resulted in an award of T&P benefits was received. However, if an application was delayed because of the Player's mental incapacity, the award may be retroactive to the first day of a month that precedes the date of receipt of the application by up to thirty-six months, but only if and to the extent it is established that the mental incapacity caused the delay. In no event will T&P benefits be retroactive to any date that precedes the date of receipt of the application by more than thirty-six months.

5.9 Duration of T&P benefits.

All benefits provided by this Article will be payable until the earlier of (a) the cessation of the Player's total and permanent disability, (b) the termination of his benefits under Section 5.6, or (c) the Player's death. The full monthly benefit will be paid for the month in which such an event occurs, but no benefit provided by this Article will be provided for any subsequent months.

5.10 Transition Rules.

(a) This section 5.10 applies to all Players awarded T&P benefits prior to September 1, 2011 who were receiving T&P benefits immediately prior to September 1, 2011 ("Prior Awards"), and all applications for T&P benefits received prior to September 1, 2011 ("Prior Applications").

(b) Effective September 1, 2011, all Prior Awards of T&P benefits in the former "Football Degenerative" category will be reclassified into the "Inactive A" category of Section 5.3(c), and all Prior Awards of T&P benefits in the former "Inactive" category will be reclassified into the "Inactive B" category of Section 5.3(d). Prior Awards in either the "Active Football" or "Active Nonfootball" categories will continue in that category of the same name under Section 5.3(a) or 5.3(b), as appropriate.

(c) Prior applications will first be classified according to the rules of the prior Plan documents, and then, effective September 1, 2011, classified according to the mapping rules of Section 5.10(b) above.

(d) If a Player's Prior Application is denied, any new application for T&P benefits received on or after September 1, 2011 will be decided under this Article 5 as if such Prior Application did not exist, except for purposes of the Serial T&P Application rule of Section 5.2(d).

(e) Any Player who was awarded a disability benefit prior to September 1, 2011 (including any Player whose application for a disability benefit was received by this Plan prior to September 1, 2011, that leads to an award of a benefit) will not be eligible for a benefit under the rules governing the award of disability benefits that go into effect on September 1, 2011, unless based on an impairment other than the one that originally qualified him for a disability benefit. Furthermore, the rules in effect prior to September 1, 2011, will govern all appeals and reclassifications of disability benefits that were awarded prior to September 1, 2011 (including any Player whose application for a disability benefit was received by this Plan prior to September 1, 2011, that leads to an award of a benefit), except that the dispute resolution procedures of Section 8.3 will apply.

(f) A Player who was awarded "Inactive" T&P benefits prior to September 1, 2011 due to Amyotrophic Lateral Sclerosis will be reclassified to the "Football Degenerative" category for periods prior to September 1, 2011 and the "Inactive A" category thereafter.

ARTICLE 6

LINE-OF-DUTY DISABILITY

6.1 Line-of-Duty Disability Benefits. Any Player who incurs a "substantial disablement" (as defined in Section 6.4(a) and (b)) "arising out of League football activities" (as defined in Section 6.4(c)) will receive a monthly line-of-duty disability benefit equal to the greater of (a) the sum of the Player's Total Credits and (b) \$2,000 (this amount will be increased in \$500 increments effective January 1 of 2013, 2015, 2017, 2019, and 2021. The benefit will be payable monthly, beginning as of the first day of the month following the date the disability qualifies as a substantial disablement, and continuing for the duration of such substantial disablement but not for longer than ninety months.

6.2 Relationship to Other Benefits. If both a line-of-duty disability benefit and a T&P benefit are otherwise payable during a month, only the larger of the two benefits will be paid. After line-of-duty disability benefit payments end, a Player may continue to receive T&P benefits if he is eligible for such benefits under Article 5. A Player may not receive benefits under this Article 6 for any months in which he is receiving monthly retirement benefits under Article 4 or 4A. No benefits under this Article 6 will be payable with respect to a future or past month or other period of time to a Player who first makes a claim for benefits under this Article after he begins to receive his monthly pension under Article 4 or 4A. The monthly payment to a Player who has received an early payment benefit will be reduced in accordance with Section 4.5.

6.3 Procedures. Any claim for line-of-duty disability benefits must be submitted in writing to the Retirement Board within forty-eight months after a Player ceases to be an Active Player, but this period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim. A Player with five or more Credited Seasons has a number of years equal to his number of Credited Seasons in which to submit an application.

The Retirement Board or the Disability Initial Claims Committee will determine a Player's substantial disablement, and may, but need not, rely on reports from a physician or physicians approved by the Retirement Board. A Player receiving line-of-duty disability benefits will be subject to further examinations to determine whether he remains eligible for the benefit. One such examination will occur on or about two years after the Player's effective date and another on or about five years after the Player's effective date. Further examinations will also occur any time requested by three or more voting members of the Retirement Board, but not more frequently than once every six months. If the Retirement Board or the Disability Initial Claims Committee determines that the substantial disablement of the Player has terminated, the line-of-duty disability benefit payments will cease. Any person refusing to submit to any physical examination will not be entitled to any line-of-duty disability benefits under this Article.

A Player whose claim for benefits under this Article has been denied and is not subject to

further administrative review will be presumed conclusively to not have a substantial disablement for twelve months following the date of such final denial. However, the Retirement Board or the Disability Initial Claims Committee may waive this twelve-month rule upon a showing by the Player that the Player may have incurred a substantial disablement since the date of the original claim due to a new injury or condition.

6.4 Definitions.

(a) A "substantial disablement" is a "permanent" disability that:

- (1) Results in a 50% or greater loss of speech or sight; or
- (2) Results in a 55% or greater loss of hearing; or
- (3) Is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system; or
- (4) For orthopedic impairments, using the American Medical Association *Guides to the Evaluation of Permanent Impairment* (Fifth Edition, Chicago, IL) ("AMA Guides"), is (a) a 38% or greater loss of use of the entire lower extremity; (b) a 23% or greater loss of use of the entire upper extremity; (c) an impairment to the cervical or thoracic spine that results in a 25% or greater whole body impairment; (d) an impairment to the lumbar spine that results in a 20% or greater whole body impairment; or (e) any combination of lower extremity, upper extremity, and spine impairments that results in a 25% or greater whole body impairment.

In accordance with the AMA Guides, up to three percentage points may be added for excess pain in each category above ((a) through (e)). The range of motion test will not be used to evaluate spine impairments.

(b) A disability will be deemed to be "permanent" if it has persisted or is expected to persist for at least twelve months from the date of its occurrence and if the Player is not an Active Player.

(c) "Arising out of League football activities" means a disablement arising out of any League pre-season, regular-season, or post-season game, or any combination thereof, or out of League football activity supervised by an Employer, including all required or directed activities. "Arising out of League football activities" does not include, without limitation, any disablement resulting from other employment, or athletic activity for recreational purposes, nor does it include a disablement that would not qualify for benefits but for an injury (or injuries) or illness that arises out of other than League football activities.

6.5 Neuro-Cognitive Benefit.

[Reserved]

ARTICLE 7

DEATH BENEFITS

7.1 After Retirement. (a) If a Vested Inactive Player (including a Legacy Eligible Player) dies on or after his Benefit Credit Annuity Starting Date, a monthly Benefit Credit Pension will continue to be paid only if (1) the form of benefits is a Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity and the Player is survived by his Spouse, (2) the form of benefits is a Life and Contingent Annuitant Pension and the Player is survived by his contingent annuitant, or (3) the form of benefits is a life and ten-year certain pension and the ten-year guaranteed period has not yet expired. In each of these cases, the survivor benefits paid following such Player's death will be limited to those payable under the applicable form of benefits.

(b) If a Legacy Eligible Player dies on or after his Legacy Credit Annuity Starting Date, a monthly Legacy Credit Pension will continue to be paid only if (1) the form of benefits is a Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity and the Player is survived by his Spouse, or (2) the form of benefits is a Life and Contingent Annuitant Pension and the Player is survived by his contingent annuitant. In each of these cases, the survivor benefits paid following such Player's death will be limited to those payable under the applicable form of benefits.

7.2 Widow's and Surviving Children's Benefit. If a Player dies before his Benefit Credit Annuity Starting Date, and he was, at the time of his death, (a) an Active Player, (b) a Vested Inactive Player who is vested solely because of Credited Seasons, and not by reason of Years of Service after ceasing to be an Active Player, or (c) entitled to disability benefits under Articles 5 or 6 of this Plan (regardless of when such entitlement is determined), his surviving Spouse, or if there is no surviving Spouse, his surviving minor children, if any, will, subject to Section 7.4 below, receive a monthly widow's and surviving children's benefit equal to the greater of (1) 50% of the Player's Total Credits, or (2) \$3,600 (\$4,000 effective January 1, 2014 and \$4,400 effective January 1, 2018). For Players who died prior to August 1, 2011, Benefit Credits will be substituted for Total Credits in the prior sentence. Further, for the first forty-eight months following such Player's death, the amount of this benefit will be (i) for a Player who is an Active Player after the 1976 Plan Year, no less than \$6,000 per month, and (ii) for a Player who is an Active Player after the 1981 Plan Year, no less than \$9,000 per month. For payments with respect to months prior to August 1, 2011, the Widow's and Surviving Children's Benefit will be determined based on the Plan in effect for such periods.

A surviving Spouse will receive the first payment of this benefit beginning as of the first of the month following the Player's death, and the last payment as of the first of the month in which she dies or remarries, whichever occurs sooner. Following the death or remarriage of the surviving Spouse, this benefit will be divided equally among the surviving minor children, if any. For purposes of this Section, a child will be considered to be a minor child until he or she

reaches age nineteen (or, age twenty-three if in college), or continuously if mentally or physically incapacitated.

Benefit Credits for Credited Seasons prior to 1959 will not be included to determine the benefit, if any, paid under this Section 7.2. For purposes of the preceding sentence, for Players with at least one Credited Season within the period 1959 through 1963, Credited Seasons prior to 1959 needed to attain five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

Legacy Credits under Article 4A shall not increase the benefit under this Section 7.2.

7.3 Spouse's Pre-Retirement Death Benefit.

(a) Benefit Credit Pension Pre-Retirement Death Benefit. If a married Vested Player dies before his Benefit Credit Annuity Starting Date, his surviving Spouse will, subject to Section 7.4 below, receive payments as described below:

(1) If the Player dies after his "Earliest Retirement Age," the Player's surviving Spouse will receive the same benefit that would be payable if the Player had begun to receive his Benefit Credit Pension in the form of an immediate Qualified Joint and Survivor Annuity on the day before the Player's death; or

(2) If the Player dies on or before his "Earliest Retirement Age," the Player's surviving Spouse will receive the same survivor benefit that would be payable if the Player had:

- (i) Survived to his Earliest Retirement Age;
- (ii) Begun to receive his Benefit Credit Pension in the form of an immediate Qualified Joint and Survivor Annuity at his Earliest Retirement Age; and
- (iii) Died on the day after his Earliest Retirement Age.

For purposes of this Section, "Earliest Retirement Age" means, for a Player who has a Credited Season prior to the 1993 Plan Year, the first day of the calendar month in which he would have attained age forty-five, and, for any other Player, the first day of the calendar month in which he would have attained age fifty-five.

(b) Legacy Credit Pension Pre-Retirement Death Benefit.

(1) If a married Legacy Eligible Player dies before his Legacy Credit Annuity Starting Date, his surviving Spouse will receive payments as described below:

(i) If the Legacy Eligible Player dies after his "Earliest Retirement Age," the Player's surviving Spouse will receive the same benefit that would be payable if the Player had begun to receive his Legacy Credit Pension in the form of an immediate Qualified Joint and Survivor Annuity on the day before the Player's death; or

(ii) If the Player dies on or before his "Earliest Retirement Age," the Player's surviving Spouse will receive the same survivor benefit that would be payable if the Player had:

- (A) Survived to his Earliest Retirement Age;
- (B) Begun to receive his Legacy Benefit Pension in the form of an immediate Qualified Joint and Survivor Annuity at his Earliest Retirement Age; and
- (C) Died on the day after his Earliest Retirement Age.

For purposes of this Section, "Earliest Retirement Age" means, for a Player who has a Credited Season prior to the 1993 Plan Year, the first day of the calendar month in which he would have attained age forty-five, and, for any other Player, the first day of the calendar month in which he would have attained age fifty-five.

(2) If an unmarried Legacy Eligible Player with a Prior Benefit Credit Pension dies before August 4, 2012 and before making an election under Section 4A.3, and has no surviving Spouse on the date of his death, his estate will receive a lump-sum survivor benefit equal to the total monthly amount he would have received had he elected to receive his Legacy Credit Pension in the form of a Life Only Pension with a Legacy Benefit Annuity Starting Date of August 1, 2011, but only for each full or partial month during which he was alive.

(c) If a married Legacy Eligible Player dies before his Benefit Credit Annuity Starting Date and his Legacy Credit Annuity Starting Date, his surviving Spouse will receive a combined survivor benefit equal to the amounts under Section 7.3(a) and (b).

7.4 Elections. If both a widow's and surviving children's death benefit, as described in Section 7.2, and a Spouse's pre-retirement death benefit, as described in Section 7.3, might be payable, the surviving Spouse may elect to receive one or the other, but not both, of these death benefits. This election must be in writing and may not be revoked after the initial payment is mailed or otherwise transmitted to the surviving Spouse. Prior to her election, the surviving Spouse will be provided with an explanation of the terms and conditions of the two death benefits and the financial effect of the election of one such benefit over the other.

7.5 Miscreant Rule. No benefits otherwise payable under this Article on behalf of a Player will be paid to a person who is convicted, pleads guilty, or pleads no contest in connection with the death of such Player. Any benefits paid under this Article will be determined as if such person does not exist.

7.6 Early Payment Benefit Reduction. Death benefits with respect to a Player who elected an early payment benefit after March 31, 1982 will be reduced in accordance with Section 4.5.

ARTICLE 8

THE RETIREMENT BOARD AND DISABILITY INITIAL CLAIMS COMMITTEE

8.1 Selection of the Retirement Board. The Retirement Board will consist of seven members. The members of the Retirement Board are as follows:

- (a) Three voting members appointed by the NFLPA;
- (b) Three voting members appointed by the Management Council; and
- (c) The Commissioner of the NFL will be an ex-officio, non-voting member.

The Commissioner will be the honorary Chairman of the Retirement Board, and either the Commissioner or, in his absence, his designee, will preside at all meetings of the Retirement Board. The Commissioner's duties and responsibilities under and with respect to the Plan are limited to those that are specifically described in the Plan.

Two Vice Chairmen will be selected. One will be designated from among their number by the members on the Retirement Board appointed by the NFLPA and the other designated from among their number by the members on the Retirement Board appointed by the Management Council. The duties of the Vice Chairmen will be established by the Retirement Board.

The NFLPA and the Management Council will each be entitled to name a proxy for each member on the Retirement Board which it has appointed. Such proxy may be designated any time prior to or during any Retirement Board meeting. This proxy will remain in effect until revoked or the end of that Retirement Board meeting, whichever occurs first.

The NFLPA and the Management Council will have the authority to remove and appoint a replacement for any member on the Retirement Board either has respectively appointed. Any member on the Retirement Board may resign by notice to the Vice Chairmen. If there is a vacancy on the Retirement Board, the appointing party will designate a successor. Until a successor is appointed, the remaining members on the Retirement Board may act on behalf of the Retirement Board; provided, however, that in order to act, the Retirement Board always must have at least four voting members. Notwithstanding any provision in the Plan to the contrary, the Retirement Board may remove the legal counsel for the Plan and/or the benefit consultant/actuary, or any local counsel or local benefit consultant/actuary or local management company by an affirmative vote of three Retirement Board members.

8.2 Authority. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of ERISA section 402(a)(2), and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion, authority and power to interpret, control, implement, and manage the Plan and the Trust.

Such authority includes, but is not limited to, the power to:

- (a) Define the terms of the Plan and Trust, construe the Plan and Trust, and reconcile any inconsistencies therein;
- (b) Manage and operate the Plan and Trust and receive, hold, invest and reinvest contributions made under this Plan;
- (c) Decide claims for benefits (except that initial claims for disability benefits will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
- (d) Pay all reasonable and necessary expenses of the Plan;
- (e) Adopt procedures, rules, and forms for the administration of the Plan;
- (f) Delegate its power and duties to other persons and appoint and assign authority to other persons (including, but not limited to accountants, investment managers, counsel, actuaries, recordkeepers, appraisers, consultants, professional plan administrators, physicians, and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration of the Plan (with the Retirement Board, to the extent not prohibited by applicable law, being entitled to rely conclusively upon and being fully protected in acting or in declining to act in good faith reliance upon, the advice or opinion of such persons, provided that such persons are prudently chosen and retained by the Retirement Board);
- (g) Establish an investment policy for the Plan;
- (h) Select the Trustee(s) and enter into an agreement(s) with the Trustee(s) setting forth the terms of the Trust;
- (i) Select an investment manager(s), within the meaning of section 3(38) of ERISA, to assume investment responsibility with respect to some or all of the assets of the Trust;
- (j) Commence or defend suits or legal proceedings involving the Plan or Trust;
- (k) Settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan or Trust;
- (l) Inspect the records of any Employer as reasonably necessary for the Retirement Board to perform its obligations under the Plan and Trust;
- (m) Obtain fidelity bonds and fiduciary insurance coverage;
- (n) Delegate authority to any one of their number to sign documents on behalf of the Retirement Board and to perform other ministerial acts, when acting by a majority of voting members of the Retirement Board; and

(o) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

8.3 Disputes of the Retirement Board.

(a) Medical Disputes. If the voting members of the Retirement Board are deadlocked with respect to a decision as to (1) whether a claimant medically is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit within the meaning of Section 5.2 of the Plan or (2) whether an applicant meets the requisite percentage disability requirements to be eligible for line-of-duty disability benefits under the Plan, the Retirement Board may by an affirmative vote of three voting members submit such disputes to a Medical Advisory Physician for a final and binding determination regarding such medical issues. The Medical Advisory Physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of this Plan and whether the claimant is entitled to benefits, the Retirement Board will retain its full and absolute discretion, authority and power under Sections 8.2 and 8.9.

(b) Benefits Disputes. If the voting members of the Retirement Board are deadlocked with respect to a decision as to whether or to what extent any person is eligible for or entitled to benefits under this Plan, the Retirement Board may by an affirmative vote of three voting members submit such dispute for final and binding arbitration in accordance with the procedures and practices in use prior to the 2011 CBA.

(c) Other Disputes. If the voting members of the Retirement Board are deadlocked for any other reason, the Retirement Board may by an affirmative vote of three voting members submit such disputes to the Benefit Arbitrator for a final and binding determination in accordance with the procedures of the 2011 CBA.

(d) Arbitration Procedures. For disputes arising under this Section 8.3, any arbitrator selected to resolve a dispute must base his or her decision solely on the administrative record that was before the Retirement Board, as may be supplemented by records that were in existence prior to the date the dispute is referred to the arbitrator. In addition, both parties to the arbitration are permitted to take depositions of any expert relied on by the other side based on the administrative record, as may be supplemented by records in existence prior to the date the dispute is referred to the arbitrator.

8.4 Selection of the Disability Initial Claims Committee.

(a) The Disability Initial Claims Committee will consist of three members. One member will be appointed by the NFLPA. One member will be appointed by the Management Council. One member will be the Plan's Medical Director or another medical professional jointly designated by the NFLPA and Management Council.

(b) The NFLPA and the Management Council will each be entitled to name a proxy for the member of the Disability Initial Claims Committee each has appointed. Such proxy may be designated any time prior to or during any Disability Initial Claims Committee meeting. This

proxy will remain in effect until revoked or the end of that Disability Initial Claims Committee meeting, whichever occurs first.

(c) The NFLPA and the Management Council will have the authority to remove and appoint a replacement for the member of the Disability Initial Claims Committee each has appointed. A member of the Disability Initial Claims Committee may resign by notice to the Vice-Chairmen of the Disability Board. If there is a vacancy on the Disability Initial Claims Committee, the appointing party will designate a successor. In order to act, the Disability Initial Claims Committee always must have two members.

8.5 Authority of the Disability Initial Claims Committee. The Disability Initial Claims Committee will be responsible for the initial determination of any and all disability benefits under this Plan. The Disability Initial Claims Committee also will make initial decisions under Article 5 and Article 6 as to whether Players currently receiving disability benefits should continue to receive those benefits. At the request of a member of the Disability Initial Claims Committee, the Disability Initial Claims Committee will reconsider any decision it has made. When making the decisions described in this Section 8.5, the Disability Initial Claims Committee will have full and absolute discretion, authority and power to interpret the Plan and the Trust.

8.6 Disputes of the Disability Initial Claims Committee. If the members of the Disability Initial Claims Committee are deadlocked with respect to a decision as to whether a claimant is entitled to a benefit, the claim will be deemed denied. However, if such claimant is currently receiving disability benefits, and if such deemed denial is appealed to the Retirement Board within sixty days from the date the notice of the deemed denial was mailed to the claimant, benefits will continue to be paid until and unless the Retirement Board determines on appeal that the claimant is no longer entitled to the benefits. If such claimant is currently receiving disability benefits and if such deemed denial is not appealed to the Retirement Board within sixty days from the date the notice of the deemed denial was mailed to the claimant, benefits will not be paid with respect to any month that begins more than sixty days from the date of the deemed denial. If the deemed denial is later appealed to the Retirement Board within the 180-day period described in Section 12.6(a) and the Retirement Board upholds the claimant's appeal, benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Retirement Board.

The member of the Disability Initial Claims Committee who is a medical professional shall cast the deciding vote only on those cases that are preliminarily "deemed denials" because of a disagreement between the other two members of the Disability Initial Claims Committee over a medical aspect of the case. Notwithstanding the foregoing, in situations where the designated health care professional determines that the medical evidence is either inconclusive or insufficient, he or she will abstain from voting resulting in the "deemed denial" becoming the final decision of the Disability Initial Claims Committee.

8.7 Meetings.

(a) Retirement Board. The Retirement Board will meet at least quarterly, and a

member on the Retirement Board may participate in a meeting by means of conference telephone or similar communications equipment. Except as provided in Sections 8.1, 8.3, and 11.1, any action by the Retirement Board will require at least four affirmative votes. Except as provided in Sections 8.1, 8.3, and 11.1, the Retirement Board may make decisions to take any action without calling a meeting, but any decisions so made, or action so taken, will be evidenced by a written instrument signed by at least four voting members of the Retirement Board, or by electronic communication sent by at least four voting members of the Retirement Board, or by a combination of written instruments and electronic communications signed or sent by at least four members of the Retirement Board.

(b) Disability Initial Claims Committee. The Disability Initial Claims Committee will meet periodically, and the members of the Disability Initial Claims Committee may participate in a meeting by means of conference telephone or similar communications equipment. Any action by the Disability Initial Claims Committee will require two affirmative votes. The Disability Initial Claims Committee may make decisions and take any action without calling a meeting, but any decisions so made, or action so taken, will be evidenced by an electronic transmission or a written instrument signed by the members of the Disability Initial Claims Committee, or by a combination of written instruments and electronic communications signed or sent by both members of the Disability Initial Claims Committee.

8.8 Duty of Care. The Retirement Board and the Disability Initial Claims Committee will discharge their duties with respect to the Plan and Trust solely and exclusively in the interest of the Players and their beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. The duties of the Retirement Board and the Disability Initial Claims Committee will only be those specifically undertaken pursuant to the Plan and Trust. No member of the Retirement Board or the Disability Initial Claims Committee will be liable for the act of any other member, except to the extent required by law. In the event that any dispute arises as to any act to be performed by the Retirement Board, the members may, to the extent permitted by ERISA, postpone the performance of such act until (a) actual adjudication of such dispute has been made in a court of competent jurisdiction, or (b) they are indemnified against any liability.

8.9 Discretionary Acts. Benefits under this Plan will be paid only if the Disability Initial Claims Committee, or the Retirement Board, or a designee of either, decides in its discretion that the applicant is entitled to them. In exercising their discretionary powers under the Plan and Trust, the Retirement Board and the Disability Initial Claims Committee will have the broadest discretion permissible under ERISA and any other applicable laws, and their decisions will be binding upon all persons affected thereby. In deciding claims for benefits under this Plan, the Retirement Board and Disability Initial Claims Committee will consider all information in the Player's administrative record, and shall have full and absolute discretion to determine the relative weight to give such information.

8.10 Indemnification.

(a) To the extent permitted by applicable law, each member of the Retirement Board, the Disability Initial Claims Committee, their alternates, the Medical Director, and employees of the Plan will be indemnified and saved harmless by the Plan and Trust from and against any and all claims of liability arising in connection with the exercise of their duties and responsibilities with respect to the Plan and Trust by reason of any act or omission, including all expenses reasonably incurred in the defense of such act or omission, unless (1) it is established by final judgment of a court of competent jurisdiction that such act or omission involved a violation of the duties imposed by Part 4 of Subtitle B of Title I of ERISA on the part of such person, or (2) in the event of settlement or other disposition of such claim involving the Plan or Trust, it is determined by written opinion of independent counsel that such act or omission involved a violation of the duties imposed by Part 4 of Subtitle B of Title I of ERISA on the part of such person. The independent counsel referred to in subparagraph (2) will be selected by mutual agreement of the NFLPA and the Management Council. If those parties cannot agree, an independent counsel will be selected by the Benefit Arbitrator.

(b) To the extent permitted by applicable law, the Trust will pay expenses (including reasonable attorneys' fees and disbursements), judgments, fines and amounts paid in settlement incurred by a member of the Retirement Board, the Disability Initial Claims Committee, their alternates, the Medical Director, and employees of the Plan in connection with any of the proceedings described above, provided that (1) each such person will repay such advanced expenses to the Trust, plus reasonable interest, if it is established by a final judgment of a court of competent jurisdiction, or by written opinion of independent counsel under the circumstances described in Section 8.10(a)(2) above, that such person violated duties under Part 4 of Subtitle B of Title I of ERISA, and (2) each such person will make appropriate arrangements for repayment of advanced expenses.

ARTICLE 9

RECORDS AND REPORTS

9.1 Records. The Retirement Board and the Disability Initial Claims Committee will keep records of the operation of the Plan, including records that show each Player's Credited Seasons under the Plan as of each Plan Year. Upon reasonable demand, a Player may receive a copy of the Plan's records with respect to his status under the Plan but will have no right to information concerning any other person. Any qualified representative of the Employers or of the NFLPA may, at any time, inspect the records of the Plan.

9.2 Statement of Benefit Credits. As soon as practicable after each Plan Year, the Retirement Board will furnish to each Player who received a Credited Season for that Plan Year and to each Vested Inactive Player a written statement of his Benefit Credits and, if applicable, his Legacy Credits.

ARTICLE 10

AMENDMENT OR TERMINATION OF THE PLAN

10.1 Retirement Board. The Retirement Board may generally amend this Plan, but may not:

- (a) Alter the amount of contributions payable to the Plan;
- (b) Cause the Plan and Trust to fail to qualify under sections 401(a) and 501(a) of the Code, or cause any portion of contributions to the Plan to fail to be currently deductible to the Employers when paid under section 404(a) of the Code;
- (c) Reduce, as a direct result of an amendment, the value of any benefit already earned and otherwise payable under the Plan;
- (d) Amend the Plan in a manner which will render the Plan actuarially unsound; or
- (e) Increase benefits during the term of the CBA.

If no Collective Bargaining Agreement has been in effect for more than one year, then this Plan may be terminated by the Retirement Board.

10.2 Bargaining Parties. The NFLPA and the Management Council, when acting jointly, may amend this Plan in any respect and may terminate this Plan.

10.3 General Limitations. No amendment of the Plan may operate to deprive a Player or beneficiary of any rights or benefits irrevocably vested in him under the Plan. In the event of the termination or partial termination of the Plan, the right of affected Players to benefits accrued to the date of such termination or partial termination (to the extent funded as of such date and unless previously forfeited) will be nonforfeitable. No amendment or termination of the Plan may permit Trust assets to revert to, or be used or enjoyed by, an Employer, the League, or the NFLPA. Notwithstanding the preceding sentence, suspensions, reductions, or eliminations of "adjustable benefits," as defined in Section 432(e)(8) of the Code, may be made as provided therein.

10.4 Mergers. Subject to applicable law, the Management Council and NFLPA, acting jointly, reserve the right at any time to merge or consolidate the Plan with another plan, to transfer assets or liabilities of the Plan to another plan, or to accept a transfer of assets or liabilities from another plan to this Plan. In the case of any merger or consolidation of this Plan with, or transfer of Plan assets or liabilities to, any other plan, the benefit to which each Player or his beneficiary is entitled will not be reduced.

ARTICLE 11

MEDICAL PROFESSIONALS

11.1 Medical Director.

(a) Selection and Termination. The Disability Board may designate, by action of at least four members, a board-certified physician as the Plan's Medical Director. A Medical Director so designated will serve until at least three members of the Retirement Board agree to remove the Medical Director.

(b) Duties. The duties and responsibilities of the Medical Director will be determined by the Retirement Board, and will include medical advice with respect to the Plan's neutral physicians and medical examination procedures. The Medical Director will provide advice on medical issues relating to particular disability benefit claims as requested by a member of the Retirement Board or a member of the Disability Initial Claims Committee. The Medical Director will not examine Players.

11.2 Medical Advisory Physician.

(a) Selection and Termination. The NFLPA and Management Council will jointly designate one or more board-certified orthopedic physicians as a Medical Advisory Physician (MAP). The NFLPA and Management Council also may, at their discretion, jointly designate a physician in another medical discipline or other appropriate health care professional as a MAP. Any MAP so designated by the NFLPA and Management Council will serve until (1) the NFLPA and Management Council jointly remove and replace the MAP, or (2) thirty days after either the NFLPA or Management Council gives written notice of the MAP's removal to the other party, the MAP, and the Retirement Board. The NFLPA and Management Council may, at their discretion, jointly designate a replacement MAP for a removed MAP. A MAP who is removed or who has received a notice of removal will decide any dispute already referred by the Retirement Board within thirty days after the removal or notice of removal. The Retirement Board may not refer further disputes to the removed MAP.

(b) Duties. A MAP has authority to decide only those medical issues submitted by the Retirement Board under Section 8.3(a). In making a determination, a MAP will review all material submitted to the Plan and may arrange for any additional consultation, referral or other specialized medical services as the MAP deems necessary. In addition, a MAP may require an applicant to submit to such physical or other examinations as the MAP deems reasonable and necessary in making a determination. A MAP will submit a written determination to the Retirement Board on a form provided by the Retirement Board.

11.3 Neutral Physicians.

(a) Selection and Termination. The Retirement Board will maintain a network of Neutral Physicians to examine Players who apply for benefits under this Plan. The Neutral Physician network may include board-certified physicians, institutions, or other health care professionals. The Medical Director will appoint such Neutral Physicians, and each such Neutral Physician will serve until three members of the Retirement Board agree to remove that Neutral Physician.

(b) Duties. The Neutral Physicians will examine each Player referred by the Plan Office and will provide such report or reports on the Player's condition as necessary for the Retirement Board or Disability Initial Claims Committee to make an adequate determination as to that Player's physical or mental condition. The Neutral Physician will complete such form or forms provided by the Plan Office for this purpose. Neutral Physician reports will not be binding on the Retirement Board or Disability Initial Claims Committee, but will be substantial factors in their decision-making.

ARTICLE 12

MISCELLANEOUS

12.1 Use of Assets. All amounts contributed to the Trust will be irrevocable contributions, and under no circumstances will any amounts contributed to the Trust, or any assets of the Trust, ever revert to (except as provided by Section 3.3), or be used or enjoyed by, an Employer or the League, nor will any assets ever be used other than for the benefit of the Players and their beneficiaries and the payment of reasonable Plan expenses. This Plan will be and continue to be operated in a manner so that it will be qualified under Code section 401(a), or any successor to such section 401(a).

12.2 "Spendthrift" Provision. Subject to Section 12.3, and except as allowed under Code section 401(a)(13), no benefit under the Plan will be subject in any manner to anticipation, pledge, encumbrance, alienation, levy or assignment, nor to seizure, attachment or other legal process for the debts of any Player or beneficiary, unless required by law.

12.3 QDRO Exception. In the event a court order purporting to be a QDRO (as defined by section 414(p) of the Code) is issued with respect to any Player, the Retirement Board will notify the Player and the alternate payee(s) of the order received (and, if benefits are already in pay status, separately account for the portion of the Player's benefits which would be payable to the alternate payee(s) as if the order received were a QDRO). Within 18 months of the order, the Retirement Board will proceed with either (a) or (b) as follows:

(a) If the order is determined to be a QDRO, the alternate payee(s) will receive a distribution, notwithstanding Articles 4, 4A, 5 or 6, (1) at the time specified in such order or, if the order permits, (2) as soon as administratively feasible after the Retirement Board approves the order, provided such distribution is permitted under applicable provisions of the Code; or

(b) If the order is determined not to be a QDRO, or the issue remains undetermined, the Retirement Board will pay the portions of the Player's benefits segregated in accordance with the above to the Player or beneficiary(ies) who is otherwise entitled to such benefit.

If, more than 18 months after issuance of the order, a determination is made that the order is a QDRO, the determination will be applied prospectively only.

This Section 12.3 also applies to a domestic relations order, with an effective date prior to January 1, 1985, that the Retirement Board treats as QDRO.

12.4 Addresses and Payment in Event of Incapacity.

(a) Addresses. Each Player will be responsible for providing his current mailing address to the Retirement Board. In the event a Player becomes entitled to a payment under the Plan, payments may be made by check to the order of the payee and mailed to the payee at the current address referred to above.

(b) Payment in Event of Incapacity. If the Retirement Board determines that a person entitled to receive any benefit payment is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Retirement Board may direct that payments be made to such person's legal representative, or to a relative or other individual for such person's benefit, or to otherwise apply the payment for the benefit of such person, subject to such conditions as the Retirement Board deems appropriate. Alternatively, in the case of a Player who is receiving benefits under Article 5, the Retirement Board may, in its sole discretion, establish a trust to hold the benefits of such Player if he is deemed incapacitated in any way so as to be unable to manage his financial affairs, and who, in the Retirement Board's sole discretion, would benefit from the establishment of such a trust. The Retirement Board may appoint a trustee and successor trustee if needed, and all reasonable expenses of the trust so established and its trustee will be paid by the Plan. All benefits of such a Player will be paid directly to the trust so established. Any payment of a benefit in accordance with the provisions of this Section will be a complete discharge of any liability by the Plan to make such payment.

12.5 Maximum Limitation on Benefits.

(a) The "Annual Benefit" (as defined in Code section 415(b)(2)) to which any Player may become entitled under this Plan will not exceed \$160,000 per year (as adjusted annually under Code section 415 and applicable Treasury Regulations), which will be deemed to commence on such Employee's attainment of age sixty-five. For purposes of applying the foregoing limitation on the Annual Benefit to which a Player may become entitled under this Plan, the benefit under this Plan will not be combined or aggregated with the benefit under another multiemployer plan or any other plan. For purposes of applying the foregoing limitation on the Annual Benefit to which a Player may become entitled under another plan (which is not a multiemployer plan) maintained by an Employer, only the benefits under this Plan that are provided by the Employer will be aggregated with the benefits under the Employer's other plans which are not multiemployer plans.

(b) Notwithstanding the foregoing, the otherwise permissible Annual Benefits for any individual participating under this Plan may be further reduced to the extent necessary to effectuate the limitations under Code section 415. The provisions of Code section 415 and related Treasury Regulations, including without limitation the terms and definitions set forth therein, are incorporated by reference. For this purpose, the limitation year means the Plan Year.

(c) To the extent that any accrual is reduced because of this Section, such accrual will be immediately reinstated as soon as permitted under this Section, regardless of whether the Player is active, inactive, or retired.

(d) For purposes of this Section 12.5, the term "Annual Benefit" means a benefit payable annually in the form of a life annuity. Except as provided below, a benefit payable in a form other than a life annuity must be adjusted to an actuarially equivalent life annuity before applying the limitations of this Section 12.5. The interest rate assumption used to determine actuarial equivalence will be the greater of the interest rate assumption set forth in Appendix B for converting from a life annuity to the applicable benefit form or an assumption of 5% per

year; provided that, with respect to a benefit payable in a form that is subject to section 417(e)(3) of the Code, the interest rate assumption will be the interest rate used for determining the Player's benefit under item 5(b) of Appendix B (but not less than 5.5% for the 2004 or 2005 Plan Years, and beginning with the 2006 Plan Year, subject to the interest rate assumption under Code section 415(b)). The mortality assumption used to determine actuarial equivalence shall be the "applicable mortality table" under Code section 417(e)(3)(B). The mortality assumption used to determine actuarial equivalence for distributions commencing (1) before January 1, 2003 was the "applicable mortality table" published in Revenue Ruling 95-6, (2) after December 31, 2002 was the "applicable mortality table" published in Revenue Ruling 2001-62, (3) on or after January 1, 2008, the "applicable mortality table" published in Revenue Ruling 2007-67, and (4) on or after January 1, 2009, until subsequent guidance is issued, the "applicable mortality table" published in Notice 2008-85. Ancillary benefits (including qualified disability benefits as defined in Code section 411(a)(9)) not directly related to retirement income benefits, the survivor portion of a Qualified Joint and Survivor Annuity, and the cessation or reduction of Social Security supplements will not be taken into account.

12.6 Claims Procedures. Section 12.6(a) applies to claims for disability benefits, and Section 12.6(b) applies to all other claims for benefits under the Plan.

(a) Disability Claims. Each person must claim any disability benefits to which he believes he is entitled under this Plan by filing a written application with the Retirement Board in accordance with the claims filing procedures established by the Retirement Board, and such claimant must take such actions as the Retirement Board or the Disability Initial Claims Committee may require. The Retirement Board or the Disability Initial Claims Committee will notify such claimants when additional information is required. The time periods for decisions of the Disability Initial Claims Committee and the Retirement Board in making an initial determination may be extended with the consent of the claimant.

A claimant's representative may act on behalf of a claimant in pursuing a claim for disability benefits or appeal of an adverse disability benefit determination only after the claimant submits to the Plan a signed written authorization identifying the representative by name. The Retirement Board will not recognize a claimant's representative who is a convicted felon.

If a claim for disability benefits under Articles 5 and 6 of this Plan is wholly or partially denied, the Disability Initial Claims Committee will give the claimant notice of its adverse determination within a reasonable time, but not later than 45 days after receipt of the claim. This determination period may be extended twice by 30 days if, prior to the expiration of the period, the Disability Initial Claims Committee determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant of the circumstances requiring the extension of time and the date by which the Disability Initial Claims Committee expects to render a decision. If any extension is necessary, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant will be afforded at least 45 days within which to provide the specified information. If the Disability Initial Claims Committee fails to notify the claimant of its decision to grant or

deny such claim within the time specified by this paragraph, the claimant may deem such claim to have been denied by the Disability Initial Claims Committee and the review procedures described below will become available to the claimant.

The notice of an adverse determination will be written in a manner calculated to be understood by the claimant and will set forth the following:

- (1) the specific reason(s) for the adverse determination;
- (2) reference to the specific Plan provisions on which the adverse determination is based;
- (3) a description of additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary;
- (4) a description of the Plan's claims review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review;
- (5) any internal rule, guideline, protocol, or other similar criterion relied on in making the determination (or state that such information is available free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's circumstances (or state that such explanation is available free of charge upon request).

The claimant will have 180 days from the receipt of an adverse determination to file a written request for review of the initial decision to the Retirement Board.

The claimant will have the opportunity to submit written comments, documents, and other information in support of the request for review and will have access to relevant documents, records, and other information in his administrative record. The Retirement Board's review of the adverse determination will take into account all available information, regardless of whether that information was presented or available to the Disability Initial Claims Committee. The Retirement Board will accord no deference to the determination of the Disability Initial Claims Committee.

If a claim involves a medical judgment question, the health care professional who is consulted on review will not be the individual who was consulted during the initial determination or his subordinate, if applicable. Upon request, the Retirement Board will provide for the identification of the medical experts whose advice was obtained on behalf of the Plan in connection with the adverse determination, without regard to whether the advice was relied upon in making the benefit determination.

Decisions by the Retirement Board on review will be made no later than the date of the Retirement Board meeting that immediately follows the Plan's receipt of the claimant's request for review, unless the request for review is received by the Plan within 30 days preceding the date of such meeting. In such case, the Retirement Board's decision may be made by no later than the second meeting of the Retirement Board following the Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a determination will be rendered not later than the third meeting of the Retirement Board following the Plan's receipt of the request for review. If such an extension of time is required, the Retirement Board will notify the claimant in writing of the extension, describing the special circumstances and the date as of which the determination will be made, prior to the commencement of the extension.

The claimant will be notified of the results of the review not later than five days after the determination.

Any notification of an adverse determination on review will:

- (1) state the specific reason(s) for the adverse determination;
- (2) reference the specific Plan provision(s) on which the adverse determination is based;
- (3) state that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- (4) state that the claimant has the right to bring an action under ERISA section 502(a);
- (5) disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such information will be provided free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's circumstances (or state that such explanation is available free of charge upon request).

(b) All Other Claims. Each claimant or his beneficiary must claim any benefit to which he believes he is entitled under this Plan by filing a written claim with the Retirement Board in accordance with claim filing procedures established by the Retirement Board.

A claimant's representative may act on behalf of a claimant in pursuing a claim for benefits or appeal of an adverse determination only after the claimant submits to the Plan a signed written authorization identifying the representative by name. The Retirement Board will not recognize a claimant's representative who is a convicted felon.

The Retirement Board will decide a claim within 90 days of the date on which the claim is filed in accordance with the Plan's claim filing procedures, unless special circumstances (such as the need to obtain further clarifying information) require a longer period for adjudication and the claimant is notified in writing, prior to the expiration of the 90-day period, of the reasons for an extension of time and the expected decision date; provided, however, that no extensions will be permitted beyond 90 days after the expiration of the initial 90-day period. If the Retirement Board fails to notify the claimant of its decision to grant or deny such claim within the time specified by this paragraph, the claimant may deem such claim to have been denied by the Retirement Board and the review procedure described below will become available to the claimant.

If a claim is denied, in whole or in part, the claimant must receive a written notice. The notice of an adverse determination will be written in a manner calculated to be understood by the claimant and will set forth the following:

- (1) the specific reason(s) for the denial;
- (2) a reference to the specific Plan provision on which the denial is based;
- (3) a description of additional information necessary for the claimant to perfect his claim, and the reasons such material or information is necessary; and
- (4) an explanation of the Plan's procedure for review of the denied or partially denied claim set forth below, including the claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review.

The claimant will have 60 days from the receipt of an adverse determination to request in writing a review of the denial of his claim by the Retirement Board, which will provide a full and fair review.

The claimant or his duly authorized representative will have, upon request and free of charge, reasonable access to, and copies of all, documents, records, and other information relevant to the claimant's claim for benefits, and may submit issues and comments in writing. The review will take into account all available information submitted to the Retirement Board, regardless of whether such information was submitted or considered in the initial benefit determination. The decision by the Retirement Board with respect to the review will be made no later than the date of the Retirement Board meeting following the Plan's receipt of the claimant's request for review; unless the request for review is received within 30 days preceding the date of such meeting, in which case, a decision will be made no later than the date of the second Retirement Board meeting following the Plan's receipt of the claimant's request for review. Notwithstanding the preceding sentence, if special circumstances (such as the need to obtain further clarifying information) require further extension of time in order for the Retirement Board to make a decision with respect to the review, a decision will be made no later than the third Retirement Board meeting following the Plan's receipt of the claimant's request for review, and the claimant will be notified in writing, prior to the end of the initial review period, of the